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vidual the determination of the means to be employed. *Carpenter v. Easton R. R.* (1877) 28 N. J. Eq. 390; *Village of Kenesaw v. Chicago etc. R. R.* (1912) 91 Neb. 619, 136 N. W. 990. Thus uncertainty as to the proper method by which a carrier may remove the discrimination, i. e., by lowering the interstate rate, raising the intrastate rate, or by taking a mediate position, is permissible. *American Exp. Co. v. Caldwell*, *supra*, 625. In the instant case, however, the uncertainty of the order would permit it to be annulled on both the above grounds: as beyond the commission's jurisdiction; and as failing properly to specify the action to be taken.

ADMIRALTY—SALVAGE OF NEUTRAL VESSEL BY NAVAL FORCES.—A Swedish vessel with a cargo belonging to the French government was halted by a German submarine, the crew abandoning the vessel. Two British trawlers, on official patrol duty, routed the submarine, and upon the refusal of the master and crew to return to the ship, towed it to a port of safety. *Held*, the officers and crew were, as against the vessel, entitled to salvage. *The Carrie* [1917] P. 224.

Since the purpose of salvage is to encourage the saving of property at sea by those who are under no duty to do so, it follows that where such duty is present there can be no salvage award. Kennedy, Civil Salvage (2nd ed.) 28, *et seq.* But the disability to earn salvage is limited to the extent of the duty, so that where a seaman, *The Two Friends* (1799) 1 C. Rob. 271, 278, passenger, *Towle v. The Great Eastern* (D. C. 1864) 24 Fed. Cas. No. 14,110, pilot, *Akerblom v. Price* (1881) 7 Q. B. D. 129, or public officer, *Le Tigre* (1820) 15 Fed. Cas. No. 8,281, goes beyond the obligation imposed upon him either by law or by contract, he is entitled to occupy the position of a salvor. Undoubtedly, there exists a certain amount of services which a warship must give to merchantmen of its own nationality, *The Francis and Eliza* (1816) 2 Dods. 115; *Smith v. The Josephine* (D. C. 1847) 22 Fed. Cas. No. 13,069, *aff'd. The Josephine* (1851) 13 Fed. Cas. No. 7,546, but where the services go beyond such limits, the officers and crew are entitled to salvage. *The Cargo ex Ulysses* (1888) 13 Prob. Div. 205. Salvage has been allowed to war vessels for services to ships of other nationalities, *Robson v. The Huntress* (C. C. 1851) 20 Fed. Cas. No. 11,971, and this principle has been properly applied in the instant case. Ordinarily, rescuing a ship from capture, is governed by the rule of military salvage, but where, as in the principal case, the ship is rescued both from perils of the enemy and from perils of the sea, civil salvage may also be allowed. *The Louisa* (1813) 1 Dods. 317.

BANKS AND BANKING—DEPOSIT FOR A SPECIAL PURPOSE.—A railroad deposited money with defendant bank for the purpose of paying the interest on the bonds of a certain date to the holders of the bonds. The deposit was known as "Coupon Account". There were several deposits under the same account. The bank defends an action by the receiver of the railroad to recover the balance of the money as assets of the corporation, on the ground that the deposits were "special" and resulted in a trust for the benefit of the bondholders. *Held*, the receiver could recover since there was only a debtor and creditor relation between the bank and its depositor. *Noyes v. First National Bank* (App. Div. 1st Dept. 1917) 167 N. Y. Supp. 288.